UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

IN THE MATTER OF	)	
	)	
ROSE YVONNE THORNTON,	)	CASE NO. 05-30325 HCD
	)	CHAPTER 7
DEBTOR.	)	
	)	
GEORGE THORNTON,	)	
PLAINTIFF,	)	
vs.	)	PROC. NO. 05-3015
	)	
ROSE YVONNE THORNTON,	)	
DEFENDANT.	)	

Appearances:

John Van Laere, Esq., attorney for plaintiff, Jones, Obenchain LLP, 600 KeyBank Building, 202 South Michigan Street, P.O. Box 4577, South Bend, Indiana 46634-4577;

Janet G. Horvath, Esq., attorney for plaintiff, Jones, Obenchain LLP, 600 KeyBank Building, 202 South Michigan Street, P.O. Box 4577, South Bend, Indiana 46634-4577; and

Debra Voltz-Miller, attorney for defendant, 108 North Main Street, Suite 423, South Bend, Indiana 46601-1611.

MEMORANDUM OF DECISION

At South Bend, Indiana, on November 28, 2005.

This adversary proceeding was commenced with a Complaint to Determine Dischargeability under 11 U.S.C. § 523(a)(15), filed by plaintiff George Thornton ("plaintiff" or "George") on March 10, 2005. The issue is the dischargeability of the property settlement debt owed to the plaintiff by the defendant, his former spouse, under the state court Order Granting Dissolution. The defendant, debtor Rose Yvonne Thornton ("defendant" or "Rose"), filed her Answer to the Complaint on March 31, 2005, and a trial was held on the Complaint on August 29, 2005. For the reasons that follow, the court denies the relief sought in the plaintiff's complaint.

Jurisdiction

Pursuant to 28 U.S.C. § 157(a) and Northern District of Indiana Local Rule 200.1, the United States District Court for the Northern District of Indiana has referred this case to this court for hearing and determination. After reviewing the record, the court determines that the matter before it is a core proceeding within the meaning of § 157(b)(2)(I) over which the court has jurisdiction pursuant to 28 U.S.C. §§ 157(b)(1) and 1334. This entry shall serve as findings of fact and conclusions of law as required by Federal Rule of Civil Procedure 52, made applicable in this proceeding by Federal Rules of Bankruptcy Procedure 7052 and 9014. Any conclusion of law more properly classified as a factual finding shall be deemed a fact, and any finding of fact more properly classified as a legal conclusion shall be deemed a conclusion of law.

Background

The 32-year marriage of the plaintiff and the defendant was dissolved on April 1, 2004, by the "Order Granting Dissolution" ("dissolution order") issued by the Lake Circuit Court in Crown Point, Indiana. *See* Pl. Ex. 1. On February 1, 2005, the Lake Circuit Court entered a second Order correcting scrivener's errors in the original dissolution order. *See* Pl. Ex. 2. On that same date, the defendant filed a voluntary chapter 7 petition in bankruptcy. The Trustee in this case declared it to be a no-asset case, and the Order Discharging the Debtor issued on May 9, 2005. The case was closed the next day, May 10, 2005.

The debtor's former spouse, George, filed his complaint on March 10, 2005. He asked the court to declare that the property settlement debt Rose owes to him under the state court dissolution order is a nondischargeable debt in her bankruptcy. He claimed that she has the ability to pay the debt and that the benefit of discharge to her is not greater than the detriment of discharge to him. In her Answer, the defendant, Rose, insisted that she does not have the ability to pay the debt and that the detriment of discharge to him is not greater than the benefit of discharge to her. This proceeding presents a classic 11 U.S.C. § 523(a)(15) dispute.

At the time of the dissolution decree, Rose was employed as a teacher in the Gary Community School Corporation, with an annual income of $47,413.86. *See* Pl. Ex. 1 at 1. According to the state court order, her income and retirement benefits would increase over her lifetime. In addition, their daughter Lia lived at home with her and could contribute to the household expenses. George, on social security disability, received $1,749.70 in disability benefits and a $1,435.01 pension from LTV Steel each month. The court noted that his pension would be reduced to $1,309.32 on January 1, 2007, and to $1,032.64 on May 1, 2014. The state court concluded that George's income was limited and would decrease over his lifetime. *See id.*

The state court granted the dissolution of marriage with the following mandates. It ordered that George was responsible for support in the amount of $91.58 per week; however, that obligation was reduced to $31.31 a week if Jasmine, their other child, attended college and would be home for only 16 weeks of the year. *See id.* at 2. George was not required to pay Jasmine's college expenses. Although Rose was responsible for Jasmine's health insurance, George was required to contribute 45% of her unpaid uninsured medical expenses to the extent they exceeded $711.36 a year. *See id.*

Under the mediated settlement agreement between the parties, George was granted ownership of two properties: real estate at 2032 Madison, appraised at $60,000 but with a mortgage of $68,783.72; and property at 1769 Roosevelt, valued at $2,000 but with a demolition cost of $4,000. The net marital estate, valued at $33,741.46, was divided equally. To equalize the marital estate, Rose was ordered to pay George $7,736.70. Rose received personal property valued at $42,607.43 and was required to pay the Bank One loan of $17,998.50.[1]

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[1] In the Order Granting Dissolution, Pl. Ex. 1, ¶ 14, Rose was awarded the following personal property:

$ 6,272.71	Perf
5,550.00	Cadillac
1,283.22	Reliastar life
29,500.00	Maintenance paid (balance remaining in a bank account)
42,607.43	Subtotal [N.B.: should be subtotal of $42,605.93]
-17,998.50	BankOne Loan (loan on their home)
$24,607.43	TOTAL

George was awarded $19,917.75 in personal property; however, because the two pieces of real property had a negative equity, the total value of his personal property was $9,134.03.[2] Under the dissolution order, George's disability pension was not considered a marital asset. The parties were ordered to pay their own debts and attorney fees and to share family photos.

In this adversary proceeding, the parties focus on the state court's order that Rose pay $7,736.70 to George, as an equalization payment, and $17,998.50 for the Bank One loan. The plaintiff asserts that he never received any payment from the defendant and that he, not she, is paying the Bank One loan.

The trial on the plaintiff's complaint was held on August 29, 2005. First to testify was the plaintiff George Thornton, a 53 year-old man living on his own. According to his testimony, his marriage to Rose lasted 32 years, and the divorce proceedings took four years. In the agreed division of property, Rose received a bank money market account (categorized as "maintenance paid" under the dissolution order) that held $29,500, he said. She, in turn, was to pay off the Bank One loan. When asked why the loan was requested, he stated, "no real reason." Nevertheless, Bank One lent them funds, and it holds a lien on his house. However, she did not make those payments to Bank One, he insisted. Instead, he is paying off the loan.

He and Rose have two children, aged 20 and 33 or 34. Neither lives with him. George makes support payments of $125.74 a month, and he is current with his payments, he stated. He owns his home; it has both a mortgage and a Bank One lien on it. He owns a second property, one he inherited from his parents, but it has a negative value of $2,000, because it is worthless and must be torn down.

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[2] In the Order Granting Dissolution, Pl. Ex. 1 ¶ 15, George was awarded the following personal property:

$ 40.65	Gold ring
3,650.00	Ford Ranger
70.88	Market Index Account, remaining balance
730.00	AFX Stock
15,426.00	Equitable Life
$19,917.75	Subtotal
- 8,783.72	negative equity on Madison property
- 2,000.00	negative equity on Roosevelt property
$ 9,134.03	TOTAL

The plaintiff, a high school graduate, is not employed. He suffers from diabetes and back problems caused by a repetitive on-the-job injury. He needs daily insulin injections and pain medication for his back. George testified that he is permanently disabled; he will not be able to return to work. He receives social security benefits of approximately $1,800.00 a month and a monthly pension of $1,435.00. He stated that his pension will decrease to $1,309.32 in 2007 and to $1,032.64 in 2014.[3] He also explained that Rose will receive his pension benefits when he dies. He receives no other monthly income; although he has a stock account, there are no payments from it on any regular basis. George does carry health insurance which supplements his social security disability payments. However, the premiums cost more each year.

For this adversary proceeding, George filled out Schedules I and J prior to trial so that the court could compare the income and expenditures of the plaintiff and defendant. He declared a monthly income of $1,786.59 in social security disability payments and $1,435.00 in pension income, for a total current income of $3,221.59. His total monthly expenses were $4,185.37. When asked if he owned any property of value, he testified that, in addition to the personal property ordered in the divorce decree, he drives a 1994 Ford Ranger pick-up truck and has a washer, dryer and computer. He purchased a 50" Sony plasma flat-screen television for about $6,000, charging it on his Best Buy card and his Master Card. He explained that, because he is at home in bed most of the time, the television is his primary means of entertainment. George listed medical and dental expenses of $428.50 a month. At first he stated that the expenses were annual, rather than monthly, but then he recalled that he paid $130 a month for insulin and went to the dentist twice a year. He recently purchased Blue Cross-Blue Shield health insurance to supplement Medicare, and it should start picking up the cost of his insulin, he said. He testified that he also makes monthly charitable contributions of $84 to the Disabled Veterans, the American Legion, and occasionally to a church. His other debts include a $200 monthly payment on the loan he took out

[3] Those figures were reported in the dissolution order, Pl. Ex. 1 at 1. However, according to Plaintiff's Exhibit 9, a chart setting out the LTV Steel pension benefits, in 2007 the plaintiff will receive $1,512.86. The plaintiff testified that he will receive $1,512.86 as long as he lives, perhaps with a cost of living increase. There was no discussion of the discrepancies between his testimony and the figures in the dissolution order.

on his "Equity" insurance policy. He explained that he will be paying off that loan, at $200 a month, for perhaps eight years. He borrowed the money to pay bills and the fees of two divorce attorneys. He also makes monthly credit card payments of $665. He stated that he owes a total of $2,000 on one card and $18,000 on another.

The plaintiff stated that, after the divorce, he took his first vacation in six years. He went to Amsterdam for 21 days, and charged the costs on his credit card. He said that the air fare cost $2,000 and that the entire cost of the vacation was a little over $5,000.

On cross-examination, the plaintiff clarified that Rose's name is not on the Madison Street property, because she quitclaimed the property to him. He also reiterated that his disability pension is not a marital asset and was not taken into account in the dissolution decree. In conclusion, he stated that, if Rose's obligations to him are not paid to him, it will create an extreme hardship for him, especially because most of his funds are already spent on medicines he needs.

The other witness to testify at trial was Rose Thornton, the debtor and former spouse of George. She is 51 years old. She shares her residence with a relative; her two daughters do not live with her now. She receives no financial support, but does get child support sometimes, not consistently. Rose testified that she received a child support payment in July, one month before the trial, but that, prior to that check, the last payment sent to her was in October 2004.

Rose has a bachelor's degree in psychology. She is working toward a certificate in special education and hopes to earn a master's degree. When she taught in the Gary, Indiana, school system, her salary was about $45,000. However, because the Gary system was downsizing, she moved to the South Bend Community School system and now works at a lower salary at Harrison Primary School. She receives medical, dental, and retirement benefits through her employment, but has not been able to put additional money away for retirement.

The debtor has a temporary teaching license now and is working toward certification. She stated that she must be certified in three years. She is following the plan set up through Indiana University at South Bend, and will take the certification test at the end of the course work, probably in two years. In the meantime, she must

pay for the classes and the textbooks. Once she is a certified special education teacher, she believes that she will not be laid off. However, anyone with certification in special education at this point can get the job over Rose. For now, she is working and even anticipates a salary increase of perhaps $1,000 this year.

Rose filed Schedules I & J, reflecting her income and expenditures, when she filed her bankruptcy on February 1, 2005. *See* Pl. Ex. 4. At the request of the court, she filed an updated schedule of her income and expenses prior to trial. *See* Pl. Ex. 5. She declared a monthly income of $2,337.32 and monthly expenses of $2,510.71. When she was asked about her personal property, she testified that she was given a Cadillac as part of the property settlement. She traded it for a Lexus, and then traded the Lexus for a 2003 Ford Taurus, which cost $10,000. Her monthly payments presently are around $300, she said. She explained that she owns only one car, the Taurus; however, she co-signed with her sister for the sister's purchase of a Pontiac in February 2005.

Rose reported that, in the property settlement, George got the house (which she quitclaimed to him) and most of the furniture. The furniture she received in the division, worth about $1,771.00, is being stored at a cost of $261 a month. She received some life insurance in the divorce proceedings, but no stocks or bonds. Rose reaffirmed two debts: an $800 bill for the furniture she kept, and $2,301 to American General for an unsecured loan she took out in August 2002 to help her sister. She pays $50 a month to Aronson for her furniture and $100 a month to American General. In addition, she spends $100 a month to buy lunch at work, and she makes some small charitable contributions for school fund-raisers and church.

Rose contributes to the living expenses of her mother and her daughter Jasmine, who now live together. She gives her daughter about $125 a month and her mother $100-200, depending on whether she needs help with the bills or the cost of medicine. Her mother had a mild heart attack and has thyroid problems and diabetes; she's now in the hospital in Gary. Because Rose sees her every day, she included the traveling expenses of $483.75 for gasoline and tolls to Gary as transportation costs on Schedule J. Rose testified that she has no money left over at the end of the month. She shares a home with a relative, paying $250 a month and helping with the utilities. The $29,500 maintenance account was meant to cover her and her daughter's living expenses,

she stated; she was supposed to get $1,000 from the bank every month out of that account. When her former spouse took her name off the account, she petitioned the state court for the payments.

Following her testimony, the court heard final arguments from the parties' attorneys and took the matter under advisement.

Discussion

In his Complaint, George Thornton asks the court to determine whether the property settlement obligation Rose owes to him, as set forth in the Order Granting Dissolution, should be excepted from her discharge under 11 U.S.C. § 523(a)(15), which prohibits the dischargeability of "any marital debt other than alimony, maintenance or support that is incurred in connection with a divorce or separation." *In re Crosswhite*, 148 F.3d 879, 883 (7th Cir. 1998). Section 523(a)(15) states that an individual debtor is not discharged from any debt:

> (15) not of the kind described in paragraph (5) that is incurred by the debtor in the course of a divorce or separation or in connection with a separation agreement, divorce decree or other order of a court of record, a determination made in accordance with State or territorial law by a governmental unit unless—
>
> > (A) the debtor does not have the ability to pay such debt from income or property of the debtor not reasonably necessary to be expended for the maintenance or support of the debtor or a dependent of the debtor and, if the debtor is engaged in a business, for the payment of expenditures necessary for the continuation, preservation, and operation of such business; or
> >
> > (B) discharging such debt would result in a benefit to the debtor that outweighs the detrimental consequences to a spouse, former spouse, or child of the debtor.

The plaintiff has the initial burden of proving that he holds a subsection (15) claim against the debtor, and then the burden shifts to the debtor defendant to prove that she falls within either of the two exceptions found in § 523(a)(15)(A) or (B). *See Crosswhite*, 148 F.3d at 884. "[T]he party claiming an exception to discharge usually bears the burden of proving by a preponderance of the evidence that the debt is not dischargeable." *Id*. at 881 (citing *Grogan v. Garner*, 498 U.S. 279, 287, 111 S. Ct. 654, 112 L.Ed.2d 755 (1991)).

It was undisputed that the plaintiff met his initial burden of proving that the debt in question was a property settlement obligation that arose in connection with their divorce and did not fall under § 523(a)(5). The burden then shifted to the debtor to prove that she fell within either of the exceptions listed under § 523(a)(15). To prevail, the debtor was required to demonstrate, under (A), that she cannot pay the debt out of her disposable income, or, under (B), that the benefit to her of discharging the debt is greater than the detrimental consequences to her former spouse. *See Crosswhite*, 148 F.3d at 883. The two subsections are alternatives. Thus, "a debtor 'must meet the burden on only one of the two prongs of Section 523(a)(15) to prevent the debt from being excepted from discharge.'" *Turner v. McClain (In re McClain)*, 227 B.R. 881, 885 (Bankr. S.D. Ind. 1998) (quoting *In re Florez*, 191 B.R. 112, 115 (Bankr. N.D. Ill.1995)).

The court first examines whether the debtor met her burden under § 523(a)(15)(A). Rose, a school teacher, currently brings home $2,337.32 each month and spends $2,510.71. She therefore has a monthly shortfall of $173.39. That "fact points to the conclusion that the debtor does not have the ability to pay" the property settlement debt at issue. *Nay v. Hegerty (In re Hegerty)*, 227 B.R. 852, 858 (Bankr. S.D. Ind. 1998). After reviewing the debtor's testimony and the documentary evidence she presented at trial, the court found the debtor to be credible and forthcoming. *See Brasington v. Brasington (In re Brasington)*, 274 B.R. 159, 165 (D. Md. 2002) (affirming bankruptcy court's credibility findings under § 523(a)(15)(A)). There is no evidence that Rose either overstated her expenses or understated her income. *See id.* She lives a frugal lifestyle, with low household expenses and reasonable monthly food bills, clothing costs, and other standard costs of living. She must cover her school expenses for the next two or three years in order to receive her certification. Rose explained that her transportation expenditures are relatively high because she travels to Gary, Indiana, most days to visit her sick mother, who is hospitalized. Although counsel for the plaintiff, on cross-examination, asked her how long her travels to Gary would continue, he did not challenge the expense (or any of her other expenses) as unnecessary, fictitious, or inflated. *See Ruhlen v. Montgomery (In re Montgomery)*, 310 B.R. 169, 182 (Bankr. C.D. Cal. 2004) (noting that plaintiff did not question debtor's expenses). In the view of the court, the debtor has budgeted no

luxury items or personal indulgences. She lives carefully and thriftily and has no excess income with which to pay the property settlement obligation. The court finds, therefore, that the property settlement debt Rose owes to George is dischargeable under § 523(a)(15)(A).

Because the parties focused on their relative financial situations at trial, the court also considers whether the property settlement debt is dischargeable under § 523(a)(15)(B). In weighing the benefit versus the detriment, "the Court should examine the 'totality of the circumstances.'" *McClain*, 227 B.R. at 885 (quoting *Crosswhite*, 148 F.3d at 883).

The evidence presented at trial indicated that Rose's gross teaching salary was $3,258.84; after payroll deductions, she earned a net monthly income of $2,337.32. Her monthly expenditures, in the amount of $2,510.71, included the following living expenses: $250 for rent; $125 for utilities; $250 for food; $50 for clothing; $50 for medical and dental expenses; $60 for entertainment, newspapers and magazines; $5 for charitable contributions; $200 for automobile insurance; $329.13 for automobile installment payments; $261 for public storage; and $150 for two loan repayments ($100 to American General, $50 to Aronson). The debtor also reported spending $100 a month for school lunches, $133.33 for continuing education fees, and $8.50 for continuing education books. The one large monthly expenditure, as was discussed earlier, is for transportation: She pays $483.75 to travel to Gary almost daily to see her mother in the hospital.

George, who is permanently disabled and unemployed, reported a monthly income of $3,221.59. His total monthly expenditures were $4,185.37. His living expenses each month included $685 for rent; $365 for utilities; $184 for cable, internet access, cell phone and pagers; $375 for food; $84 for clothing; $428 for medical and dental expenses; $89 for entertainment, newspapers and magazines; $84 for charitable contributions; and $84 for transportation. His insurance payments included $96.25 for homeowner's insurance, $65 for life insurance,

$28 for health insurance, $45.23 for automobile insurance; and $15 for disability insurance.[4] He also listed monthly income taxes and real estate taxes of $181, support payments of $125, and credit card payments of $665.[5]

It is noteworthy that, even though the state court declared that George's monthly disability payment was not a marital asset, George recognizes that it provides a continuous monthly income for him. His income is fixed, with some adjustments for cost-of-living increases. It is not clear, from his testimony, whether George's present pension of $1,435 will diminish to $1,307 or rise to $1,513 in 2007, but it is certain that the pension and disability payments are constant sources of income, without a concern of a possible lay-off by an employer like a school corporation. The court finds that George's monthly income is almost $900 more than Rose's.

The court also finds that George's monthly expenses are $964 greater than his income and are $1,675 greater than Rose's expenses. The court asked the plaintiff about several specific expenditures (for example, his medical expenses, equity insurance, and charitable contributions) and found his answers equivocal and unhelpful to its analysis. After noting two extravagant expenditures by George after the divorce ($6,000 for a 50" plasma television and $5,000 for a 21-day vacation to Amsterdam), the court expressed concern that George's spending had exceeded his income.

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[4] The plaintiff listed a monthly expenditure of $200 for "Equity" insurance. When asked at trial to explain what it was, the plaintiff was unsure. Following the court's suggestion, he guessed that it was an Equitable life insurance policy payment. However, his response was merely an assumption.

[5] At trial, the plaintiff claimed that his child support obligation was fully paid. The debtor disagreed and testified to only sporadic payments. She stated that she received a payment in July and, before that, in October 2004. After the trial, on September 27, 2005, the plaintiff filed a "Motion to Reopen for the Limited Purpose of Submitting Exhibit." *See* R. 18. Attached to the motion was a certified copy of the support payments made to the Lake Circuit Court between April 30, 2004 and September 20, 2005. The debtor filed a timely Response to the Motion, pointing out that the plaintiff remains in arrears on his payments. *See* R. 22. She did not object, however, to the document's submission. The court treats the Motion as a Request to File Post-Trial Evidence. Because the certified report from the Clerk of the Lake Circuit Court is a certified public document, the court grants the plaintiff's request and admits the document for purposes of clarification of the parties' testimony. The Payment History of George Thornton's child support payments to Rose Thornton states that money orders in the amount of $125.74 were paid to the court on the following dates: two $125.74 money orders on April 30, 2004; three on July 1, 2004; three on August 31, 2004; three on October 15, 2004; one on January 31, 2005; three on March 9, 2005; and three on July 12, 2005. In addition, there was one payment for $5.50 in cash on August 31, 2005. The court finds, therefore, that the payments were sporadic and that George is not current on his child support payments.

The court questioned Rose concerning her transportation expenses, which increased from $200 (as listed on her original Schedule J when she filed bankruptcy) to $483.75 (as recorded on the Schedule J submitted prior to the trial). Rose told the court about her drives to Gary to care for her hospitalized mother. There certainly are cases that have disallowed such expenditures for the care of family members who are not dependents. *See, e.g., Gill v. Nelnet Loan Servs., Inc. (In re Gill)*, 326 B.R. 611, 631-34 (Bankr. E.D. Va. 2005) (deducting expense of adult diabetic daughter's health insurance because it was not a necessary expense for the debtor's minimal standard of living under "undue hardship" test of § 523(a)(8)); *In re Manske*, 315 B.R. 838, 842-43 (Bankr. E.D. Wis. 2004) (finding that a legal obligation to repay a creditor took priority over a moral obligation to care for a family member; finding incredible the debtors' explanation that they quit their jobs and moved to care for ailing mother; dismissing chapter 7 case for substantial abuse). Nevertheless, courts regularly consider such caregiving responsibilities when assessing the totality of the circumstances for the benefits and detriments test under § 523(a)(15)(B). *See, e.g., Gamble v. Gamble (In re Gamble)*, 143 F.3d 223, 226 (5th Cir. 1998) (affirming lower courts' consideration of the wife's need for her own assets to provide for the care of her ailing mother); *In re Montgomery*, 310 B.R. at 182 (taking into account that plaintiff was part-time caregiver to mother); *Miller v. Miller (In re Miller)*, 247 B.R. 412, 416 (Bankr. N.D. Ohio 2000) (taking into account plaintiff's move to care for sick father). Reviewing the totality of the circumstances in this case, the court finds that the debtor has demonstrated that she is a school teacher who, when she is not working, attends school and cares for her hospitalized mother. In the court's view, her transportation expenses are in no way extravagant, luxurious, or self-serving. Even if the court deducts the amount that the debtor spends each month to drive to Gary for the sake of her mother, in recognition that Rose has no legal obligation to care for someone who is not a dependent, it finds that she then can claim an income of merely $144 a month greater than her expenses. Her standard of living still would fall materially below that of her former spouse's if the property settlement debt is not discharged.

After reviewing the entire record, the court finds that the debtor has borne successfully the burden of proving that the benefit to her of receiving a discharge of the property settlement debt outweighs the detriment

to the plaintiff, her former spouse. *See In re McClain*, 227 B.R. at 885. The court finds that Rose's income and expenditures are considerably less than George's and that she lives a frugal lifestyle within a reasonable budget. The court finds that, in the totality of the circumstances, she has no excess income over expenses with which to pay her obligation under the property settlement. Accordingly, Rose's debt to George is dischargeable under 11 U.S.C. § 523(a)(15)(B).

Conclusion

For the reasons presented above, the court has determined that the debtor Rose Yvonne Thornton has shown by a preponderance of the evidence that she does not have the ability to pay the property settlement obligation ordered in the state court Order Granting Dissolution. *See* 11 U.S.C. § 523(a)(15)(A). The debtor also has demonstrated that the benefit to her of discharging the debt is greater than the detrimental effect on George Thornton, her former spouse and the plaintiff in this adversary proceeding. *See* 11 U.S.C. § 523(a)(15)(B). Consequently, the debtor's property settlement debt is discharged pursuant to 11 U.S.C. § 523(a)(15).

The relief sought in the Complaint to Determine Dischargeability filed by George Thornton is denied.

SO ORDERED.

/s/ Harry C. Dees, Jr.
HARRY C. DEES, JR., CHIEF JUDGE
UNITED STATES BANKRUPTCY COURT